

**Electronically Recorded**

Official Public Records

Tarrant County Texas

2009 Jun 02 03:45 PM

Fee: \$ 20.00

Submitter: SIMPLIFILE

**D209146176**

2 Pages



Suzanne Henderson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL AND GAS LEASE AND MEMORANDUM**

**State:** Texas  
**County:** Tarrant  
**Lessor:** Dale A. Williams  
P.O. Box 1887  
Amarillo, TX 79105  
**Lessee:** XTO Energy Inc.  
**Effective Date:** January 3, 2007

On January 3, 2007, Lessor, named above, executed and delivered to David H. Arrington Oil & Gas, Inc., that certain Oil and Gas Lease (the "Lease"), filed of public record as a Memorandum of Oil and Gas Lease (the "Memorandum") in Tarrant County Clerk's Document No. D207103320, Official Public Records, Tarrant County, Texas, which Lease and Memorandum are now held by XTO Energy Inc., Lessee named above (the "Lessee"). The Lease and Memorandum cover the following lands (the "Lands") in the county and state named above:

96.22 acres, more or less, being described as part of the J. Wilcox Survey # 38, Abstract No. 1701, more fully described in that certain Warranty Deed, dated October 14, 1971 from A.L. Burney III to Dale A. Williams, recorded in Volume 5129, Page 9, Deed Records, Tarrant County, Texas.

The Lease and Memorandum are recognized by Lessor as being in full force and effect. The Lease and Memorandum are presently owned by Lessee, named above. It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below.

For adequate consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereto agree to the following:

1. Notwithstanding anything in the Lease to the contrary, Paragraph 21 of Exhibit "A", attached to the Lease is hereby deleted in its entirety.

D209146176

2. Notwithstanding anything in the Lease to the contrary, whenever in Paragraph 6 of the Lease that '640 surface acres' appears, same shall be deemed to read '320 surface acres'.


If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts, each with the force and effect of an original that will bind the party executing the counterpart regardless of whether all counterparts are executed.

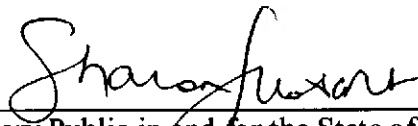
This Amendment is signed by Lessor as of the date of the acknowledgment of signature below, but is effective for all purposes as of the Effective Date stated above.

LESSOR:

  
Dale A. Williams

STATE OF TEXAS                   §  
  §  
COUNTY OF POTTER       §

This instrument was acknowledged before me on the 26 day of May, 2009, by Dale A. Williams.

  
Notary Public in and for the State of Texas

